

**AGREEMENT AND RIGHT OF ENTRY
FOR FIRE TRAINING PURPOSES**

THIS AGREEMENT is made this ____ day of October, 2007, by and between the American Legion Post #572, 6483 State Road, Parma, Ohio 44134 (hereinafter referred to as the "Grantor") and the City of Parma (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Grantor is the owner of the property located at 3455 West Ridgewood Drive, Parma, Ohio 44134 (hereinafter the "premises"); and

WHEREAS, structure(s) and appurtenances have been built upon the premises; and

WHEREAS, Grantor is desirous of destroying and/or demolishing the existing structures in order to redevelop the premises; and

WHEREAS, the Grantor has agreed to permit the City to burn and destroy such structures during the course of training exercises for City Fire Department personnel;

NOW, THEREFORE, Grantor and the City, for mutual considerations hereinafter set forth, agree as follows:

1. Grantor hereby grants to City, its officers, employees and agents, a temporary right of entry from October ____, 2007 through October ____, 2007 in, upon and across the premises to perform fire-fighting training exercises and to burn and destroy the existing structures located on such premises.

2. Grantor represents and warrants that no insurance or liens are in effect on the structures.

3. Grantor shall be responsible for all utilities to be disconnected and shall notify the City upon disconnection of all utilities.

4. City agrees to provide and be responsible for all equipment, personnel and supplies required to permit the training exercises to be carried out in a safe manner.

5. The City shall be responsible for obtaining all necessary permits, licenses and/or approvals for such fire-fighting training exercises from the Ohio Environmental Protection Agency and for notifying the Grantor upon receipt of same.

6. The City, through its self-insurance program, shall provide liability insurance coverage and will require that all instructors and fire-fighting personnel from the City are insured and protected.

7. Immediately following notification from the City of completion of the fire-fighting training exercises, Grantor shall provide for the construction of a barrier and placement of warning signs upon the premises in order to secure and prohibit persons and animals from entering the premises.

8. Grantor agrees that within three (3) days after completion of the fire-fighting training exercises, Grantor shall obtain an appropriate City permit (at no cost to Grantor), Grantor shall remove all Ohio EPA regulated construction material or debris, and fill excavations and depressions to grade. The City reserves the right to require the Grantor to remove all construction materials and replace with clean material and compacted to proper compaction rations, when the razed structure falls within the footprint of a newly-proposed structure or parking area. All trash and Ohio EPA regulated construction material or debris shall be removed from the site and be disposed of properly. In the event that the Grantor fails to perform the aforementioned work within said three (3) day period, Grantor authorizes the City, its officers, employees, agents and/or contractors to enter upon the premises and perform such work, to advance the costs thereof, and if necessary, to assess the Grantor and/or Grantor's property for reimbursements of all costs.

9. Grantor agrees that the burning and destruction of the existing structures are desirable for and in furtherance of Grantor's interests in the premises, and agrees not to sue or make any claim for or on account of damages to such premises, structures or any reduction in property value arising out of the burning and destruction of the aforesaid structures, except that Grantor reserves all rights to seek any relief to which Grantor is entitled relating to taxation of the premises under Chapters 5713, 5715 and 5717 of the Ohio Revised Code.

10. The Grantor agrees to save, indemnify and hold harmless the City, or its officers, employees, agents, successors and assigns from all liability, lien, judgment, costs, damage and expenses of any kind including attorneys' fees which may be suffered by Grantor, or its agents, employees, successors or assigns by reason of, or in consequence of the burning and destruction of said structures and fire-fighting training exercises, or for, or on account of any thing done, or omitted to be done in connection therewith.

11. The Grantor covenants with the City that it is well-seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form above written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year set forth below.

Signed and acknowledged in the presence of:

CITY OF PARMA

Date: _____

By: _____

Title: _____

AMERICAN LEGION POST 572

Date: _____

By: _____

Title: _____

STATE OF OHIO
COUNTY OF CUYAHOGA

ss.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named American Legion Post 572, by _____ (Grantor's Representative), who acknowledged that he did sign the forgoing instrument and that the same is his free and voluntary act and deed and the free and voluntary act and deed of said non-profit entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of October, 2007.

Notary Public

STATE OF OHIO
COUNTY OF CUYAHOGA

ss.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named City of Parma, by _____ (City Mayor), who acknowledged that he did sign the forgoing instrument and that the same is his free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of October, 2007.

Notary Public